

Term Contract No. 365B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	365B	Vacuum Cleaners
Effective Dates	March 1, 2011-February 28, 2014	
Bid Number	201001864	
Administrator	Bahaa Jizi	
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Last Updated		

1. General Information

Items purchased from this contract must be purchased from the contractors listed and in accordance with the terms and conditions as set forth herein. Product information may be obtained by contacting the pertinent contractor.

2. Scope of Contract

The scope of this contract is limited to various types of vacuum cleaners, related parts, and accessories for use by all state agencies, departments, institutions, public school units (except those exempted by statute) and certain Non-State agencies. (Note: No award was made for the portable hand held vacuum category. Agencies are able to follow regular purchasing guidelines and buy the quality level desired for this vacuum type since this item is outside the scope of this term contract.)

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds \$20,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of **\$75.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

E-Procurement Link: <http://eprocurement.nc.gov/>

7. Delivery

The contractor(s) will complete delivery within **15 consecutive calendar days** after receipt of order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned hereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is \$75.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

Note! If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent **FOB DESTINATION** with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information – See the E-Procurement Catalog via <http://eprocurement.nc.gov/>

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned", "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name & e-mail	Address	City, State, Zip	Contact, Phone, Fax
Anderson Sanitary Maintenance Products sales@andersonsanitary.com	418 West Peace Street	Raleigh, NC 27603	Mike O'Neill 800-632-8805 919-821-4000 919-821-7865 (F)
Pollock Paper Distributors Bid.department@pollockpaper.com	6965 Northpark Blvd. Suite H	Charlotte, NC 28216	Eleanor Czajka 800-843-7320 972-262-4737
Tennant Company/Bluestar Cleaning Equipment Company machine@tennantco.com	701 North Lilac Drive	Minneapolis, MN 55440	Raymond Duffy 800-553-8033 763-513-2116 (F)
Brittany Supply, Inc. Bsi239@aol.com	1301 Sand Hill Road	Candler, NC 28715	Keith Freeman 800-659-1618 828-665-1618 828-665-7991 (F)

Term Contract No. 365B

Karcher North America Corey.vincent@windsorind.com	1351 W. Stanford Ave.	Englewood, CO 80110	Corey Vincent 800-444-7654 303-762-1800 303-865-2795 (F)
Brame Specialty e.pope@bramespecialty.com	2021 S. Briggs Ave.	Durham, NC 27703	Eddie Pope 800-672-0011 919-598-1500 919-598-5623

12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 12 months.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14. Contract Addenda

Addenda date	Effective date	Change